

STATE PURCHASING DIVISION
AND
FACILITIES MANAGEMENT DIVISION DEPARTMENT
OF THE
GENERAL SERVICES DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

**ARCHITECT – ENGINEER – LANDSCAPE ARCHITECT
LAND SURVEYOR SERVICES**

**Architect/Engineer Services to the Department of Public Safety
District 7 Building, Espanola, NM**



**RFP#
14-350-0050-5504**

Release Date: June 26, 2014

Due Date: July 25, 2014

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This RFP is being issued on behalf of the New Mexico General Services Department (GSD), Facilities Management Division (FMD). The purpose of this RFP is to solicit sealed proposals for the purchase of Architectural/Engineering Services for the Department of Public Safety District 7 Building in Espanola, New Mexico.

This work will include the demolition of 4,120 gross square feet facility and design for construction of a new facility of approximately 10,000 square feet.

FMD and the Department of Public Safety (DPS) have received funding for professional services for the demolition and total replacement of the existing District 7 Building in Espanola. The DPS would like to build a facility that meets current law enforcement and public safety demands and to provide for accommodation of uniform statewide policies and procedures for the various districts throughout the state.

All potential Offerors should submit its proposal in accordance with the RFP instructions to Offerors.

The State will award a Professional Service Contract to one of the Offerors for the procurement of professional services.

B. BACKGROUND INFORMATION

The Department of Public Safety District 7 Building in Espanola, NM was built in 1985. Throughout the years, the building no longer fits DPS needs due to demographics and expansion of the district. The facility has experienced deterioration and lacks current building code standards and ADA requirements due to its age.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and general conditions governing the procurement.

A. PROCUREMENT AGENT

The FMD Procurement Agent responsible for the conduct of this procurement is:

Vanessa LeBlanc, Procurement Agent
State Purchasing Division
T-187 Building
2542 Cerrillos Road
Santa Fe, NM 87505
Telephone No. (505) 490-1351
Fax No. (505) 827-2181
E-Mail: Vanessa.LeBlanc@state.nm.us

All inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Agent. Offerors may contact ONLY the Procurement Agent regarding this procurement.

B. SCHEDULE OF THE PROCUREMENT

The notional schedule for the procurement is as follows:

ACTION	RESPONSIBLE PARTY	DUe DATES	LOCATION
Acknowledgement of Receipt Form	Potential Offerors	July 8, 2014 5:00pm	2542 Cerrillos Road Santa Fe, NM 87502
Site Visit MANDATORY	FMD Project Manager and Potential Offerors	July 8, 2014 9:00am	411 N. Paseo De Onate Espanola, NM 87532
Pre-proposal Conference MANDATORY	SPD, FMD Project Manager and Potential Offerors	July 8, 2014 11:30am	2542 Cerrillos Road Santa Fe, NM 87502
Deadline to Submit Written Questions	Potential Offerors	July 11, 2014 5:00pm	2542 Cerrillos Road P.O Box 6850 Santa Fe, NM 87502
Response to Written Questions	SPD Procurement Agent	July 18, 2014	
Deadline for Submission of Proposal	Potential Offerors	July 25, 2014 3:00pm	
Oral Presentation (if applicable)	FMD and Finalist Offerors	August 8, 2014	2542 Cerrillos Road Santa Fe, NM 87502
Contract Awards	FMD and Finalist Offeror	August 12, 2014	

C. EXPLANATION OF SCHEDULE OF THE PROCUREMENT

- 1. ACKNOWLEDGEMENT OF RECEIPT FORM** - Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Agent.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

- 2. SITE VISIT** – An On-Site Visit(s) is planned by the FMD Project Manager to visit the facility for in-depth information concerning all aspects of the facility and RFP. Attendance for the On-Site(s) is **MANDATORY** and **is a prerequisite** for submission for this proposal. A public log will be kept of the names of Potential Offeror(s) that attended the site visits(s).
- 3. PRE-PROPOSAL CONFERENCE** – Attendance at the Pre-proposal Conference for this RFP is **MANDATORY** and **is a prerequisite** for submission for this proposal. It will be held beginning at a specific time, date and location listed on the Schedule of Procurement (see Section IIB).

The Pre-Proposal Conference gives Offerors a chance to ask questions about the RFP and project in a public setting so that all potential Offerors receive the same information.

While potential Offerors are encouraged to submit written questions in advance of the Pre-Proposal Conference, additional written questions may also be submitted at the Pre-Proposal Conference.

A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Conference.

- 4. DEADLINE TO SUBMIT WRITTEN QUESTIONS** – Written questions are encouraged by Offerors to clarify certain items in this RFP. Offerors may submit written questions from the date the RFP is issued until the deadline date to submit written questions indicated in the Schedule of Procurement (see Section II B) to the Procurement Agent (see Section II A). The identity of the organization submitting the written questions will not be revealed.
- 5. RESPONSE TO WRITTEN QUESTIONS** – Responses to written questions will be posted by the date indicated in the Schedule of the Procurement (see Section II B).

These written responses will only be posted to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx.

6. DEADLINE FOR SUBMISSION OF PROPOSAL – Proposals must be addressed and delivered to the Procurement Agent no later than 3:00pm MST/Daylight time as indicated in the Schedule of the Procurement (see Section II A and B).

Proposals submitted by facsimile or other electronic means, other than through the SPD electronic e-procurement system, SciQuest, will not be accepted.

Proposals received after the indicated deadline date and time for this RFP will not be accepted.

The date and time of receipt will be recorded on all proposals.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals and has been fully executed.

7. ORAL PRESENTATIONS - Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. B or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee and SPD.

8. CONTRACT AWARDS - After review of the Evaluation Committee Report and the signed contractual agreement, the State Purchasing Division will award the contract as indicated in the Schedule of the Procurement (see Section II B) or as soon as possible thereafter. This date is subject to change at the discretion of the State Purchasing Division.

The contract shall be awarded to the Offeror(s) whose proposal is most advantageous to the State of New Mexico and the General Services Department, taking into consideration the weighted evaluation factors set forth in this RFP. The award is subject to appropriate Department and State approval.

D. GENERAL CONDITIONS OF THIS RFP

- 1. Acceptance of Conditions Governing the Procurement** - Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- 2. Incurring Cost** - Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
- 3. Prime Contractor Responsibility** - Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The state agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.
- 4. Subcontractors/Consent** - The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.
- 5. Amended Proposals** - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.
- 6. Offeror's Rights to Withdraw Proposal** - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

- 7. Disclosure of Proposal Contents** - Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make

public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is restricted to:

- confidential financial information concerning the Offeror's organization;
- and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Division or the Agency shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

8. **No Obligation** - This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.
9. **Termination** - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the State of New Mexico.
10. **Sufficient Appropriation** - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
11. **Legal Review** - The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.
12. **Governing Law** - This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
13. **Basis for Proposal** - Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.
14. **Contract Terms and Conditions** - The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set

forth in the Sample Contract. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Offeror's Terms and Conditions - Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

Contract Deviations - Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

15. Offeror Qualifications - The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

16. Right to Waive Minor Irregularities - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives -The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

18. Notice of Penalties -- The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

19. Agency Rights - The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

20. Right to Publish - Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

21. Ownership of Proposals -
All documents submitted in response to the RFP shall become property of the State of New Mexico.

22. Confidentiality - Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

23. Electronic mail address required - A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

24. Use of Electronic Versions of this RFP - This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

http://www.generalservices.state.nm.us/statepurchasing/ITBs__RFPs_and_Bid_Tabulation.aspx.

25. New Mexico Employees Health Coverage - If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- a. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- b. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information
<http://www.insurenewmexico.state.nm.us/>.
- c. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

26. Campaign Contribution Disclosure Form - Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

- a. **Pay Equity Reporting Requirements** - If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-

state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

- b. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- c. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- d. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

A. **Disclosure Regarding Responsibility** - Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

E. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

F. NUMBER OF COPIES

Offerors should deliver one of the following two methods:

- 1. One (1) electronic version (CD) copy of the proposal and five (5) hard copies of their proposal**

OR

- 2. One (1) copy on SCIQUEST (see submitting an Electronic Proposal below)**

If the proposal is submitted through State Purchasing's electronic submission system, the Offeror need only submit a single electronic copy of each binder of the proposal. Please separate the proposal for the Technical Specifications as well as the proposal for the confidential information into separate files in your submission.

If you submit your response through our electronic system, SciQuest, you *do not* need to also submit a hard copy of your proposal.

All confidential information shall be clearly identified and segregated on the electronic version mirroring the hard copy submitted.

Any proposal that does not adhere to the requirements of this Section may be deemed nonresponsive and rejected on that basis.

G. SUBMITTING AN ELECTRONIC PROPOSAL

If you are interested in submitting an electronic proposal through SciQuest, please see the State Purchasing Division website. For instructions on "how to register" online, please review the On Line Supplier Registration instructions **before** you attempt to register. To register as a Supplier with the State of New Mexico, go to:

<https://suppliers.sciquest.com/StateOfNewMexico>

H. PROPOSAL DELIVERY

All deliveries of proposals via mail, express carrier or hand-delivered must be addressed or delivered to:

Vanessa LeBlanc, Procurement Agent
State Purchasing Division
T-187 Building
2542 Cerrillos Road
Santa Fe, NM 8750
Telephone No. (505) 490-1351
Fax No. (505) 827-2181
E-Mail: Vanessa.LeBlanc@state.nm.us

Proposals must be sealed and labeled on the outside of the package to clearly indicate the name of the proposal and the RFP number.

The date and time of receipt will be recorded on all proposals. A public log will be kept by the Procurement Agent of the names of all Offeror organizations that submitted proposals.

I. PROTESTS

Protests of the solicitation or award must be delivered by mail to the Protest Manager at the following address:

Lawrence O. Maxwell, State Purchasing Agent
State Purchasing Division
1100 St. Francis Drive
Room 2016
Santa Fe, NM 87505

Protests must be submitted in accordance with 13-1-172 NMSA 1978. Protests received after the deadline will not be accepted.

J. PROCUREMENT LIBRARY

An on-line procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Agent and scheduling an appointment. The items listed below can be accessed through the below website addresses:

Procurement Regulations and Request for Proposal – RFP instructions:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_BidTabulation.aspx

Sample Professional Services Contract:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#RFPDocumentsandHelpful%20Information>

Previously generated program documents, schematic design, design development, construction documentation, construction administration services and 11 month warranty inspection:

http://www.generalservices.state.nm.us/facilitiesmanagement/DesignConstruction_Management.aspx

III. FORMS REQUIRED FOR THIS RFP

There are various forms required for utilization and completion for this RFP either for completion or upon successful offer. The Reference Site below may offer more background information that may be helpful and provides you with the forms necessary.

FORM	REFERENCE SITE	APPLICABLE NMSA 1978 STATUTE(S)
New Mexico Campaign Contribution Disclosure	http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#RFPDocumentsandHelpfu%20Information	13-1-28; 1-1-181; 13-1-191.1
Letter of Transmittal	http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#RFPDocumentsandHelpfu%20Information	
New Mexico Employees Health Coverage	http://www.insurenewmexico.state.nm.us/Docs/eo_2007_049.pdf	Executive Order 2007-049
Organization Reference Questionnaire	http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#RFPDocumentsandHelpfu%20Information	
Pay Equity Reporting Requirements	http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx	Executive Order 2009-049
New Mexico Resident or Veteran's Preference	http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-c http://www.generalservices.state.nm.us/uploads/FileLinks/8aa817bc94bc429aadc0032b99ca0511/20120705104017424.pdfertification.aspx	13-1-21; 13-1-22

IV. DETAILED SCOPE OF WORK

The Facilities Management Division (FMD) and the Department of Public Safety (DPS) is seeking proposals from Offerors with demonstrated experience in projects of this type, size and complexity to provide Architectural and Engineering Services for the demolition of existing facility and construction of a new District 7 Police Facility within budget and site considerations. The successful Offeror chosen by the evaluation committee shall provide basic services consisting of the Programming Phase, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding or Negotiation Phase, Construction Phase, Project Closeout and 11 month Warranty Inspection Phase. Re-evaluation of the previously generated program documents, schematic design, design development, construction documentation, construction administration services and 11 month warranty inspection may be considered.

GENERAL OPERATIONAL DESCRIPTION

The DPS District 7 State Police Building in Espanola provides basic support facilities for Espanola, Taos and Chama areas. The DPS District 7 Building operates 24 hours a day, 7 days a week on a continuous basis.

This new Building will include space for, but not limited to, the following operations:

1. Main Lobby
2. General Services to the Public (to include male and female restrooms)
3. Captain Office
4. Lieutenant Office
5. Sergeant Office
6. Patrol Officer Stations
7. Receptionist Area
8. Investigations Bureau
9. Staff Restrooms (male and female)
10. Administrative Support Area
11. Shower Areas/Locker Rooms/Locker Space
12. Temporary Holding Space for Evidence
13. Secure Outdoor Parking Space for Police Vehicles and Staff Vehicles
14. Public Parking (to include handicap parking)
15. Interview Rooms
16. IT Server Room
17. Conference/Training Room
18. Storage Rooms
19. Ammunition/Weapons Room

20. Sally Port
21. Booking Area
22. Holding Cells (male and female)
23. Restrooms (male and female)
24. Break Room/Vending
25. Equipment Storage Room
26. Mechanical/Janitorial Area
27. File/Records Storage
28. E911 Dispatch Call Center – 4 consoles with flexibility to add more
29. Support Offices
30. Video Surveillance (interior and exterior) and Access Control
31. Vehicle Inspection/Evidence Bay and Vehicle Holding Area
32. Site Lighting
- 33. Maintenance Garage (Additive Alternate)**

BASIC SERVICES

Services to be provided during each phase listed shall include all consulting services required by the successful Offeror to provide the professional architectural and engineering services incidental to the design and construction of the Project.

The successful Offeror shall promote a multi-disciplinary, integrated approach to design and construction that offers space utilization and space flexibility.

The successful Offeror shall be experienced in the design and construction of police facilities.

MEETINGS

The successful Offeror shall be in attendance at, record minutes of and distribute meeting minutes of all meetings required throughout all phases of the project. Meeting minutes to all stakeholders as directed by the FMD Project Manager shall be completed within four (4) calendar days. Consultants shall attend each meeting as appropriate or as requested by the FMD Project Manager.

MONTHLY PROGRESS REPORTS

The successful Offeror shall submit monthly progress reports of design/construction activities to the FMD Project Manager. Reports shall include:

- A. Activities completed and items pending since last report.
- B. Projected progress.
- C. Comparison of schedule to actual progress.
- D. Decisions or information required.

FURNISHINGS AND EQUIPMENT

The successful Offeror shall provide furniture plans and layouts and provide cost estimate of all moveable furniture and equipment. Dimension furniture plans shall incorporate and coordinate the requirements for electrical, communications and data based on use and equipment, as well as the location of HVAC control devices and access panels.

COMMUNICATIONS

- A. TELECOMMUNICATIONS:** A list (by manufacturer and model number) of special equipment (other than 110 volt, 60HZ, requiring less than 10 amps) that requires utility services, including but not limited to telecommunication equipment such as data transmission and computer lines that shall be designated by Department of Information Technology (DoIT), Infrastructure Voice Radio (IVR) shall be requested by the successful Offeror.
- B. RADIO COMMUNICATIONS:** The Radio Communications Tower and associated equipment will remain on the site, undisturbed.
- C. E911 DISPATCH CALL CENTERS:** Currently, there are three (3) consoles with the flexibility to add one or more additional consoles.

SURVEYS

The following surveys may be required:

- A. Boundary and topographic survey
- B. Geotechnical survey
- C. Environment survey
- D. Traffic survey
- E. SWPPP of the site to assist in meeting all permit, land use, design and construction needs
- F. Utility
- G. Fire
- H. Flood plain and drainage management
- I. Hazardous waste analysis to include asbestos
- J. Other, as necessary

If the successful Offeror does not believe one or more of the above mentioned surveys will be required for the project, a written notification of such shall be provided.

ENGINEERING

The successful Offeror shall, during the Schematic Design Phase, submit to the Owner a statement of need and extent of civil engineering required for the project to protect new and existing structures on or around the site from adverse conditions.

Complete civil engineering plans for on-site and off-site private and public utilities.

Coordinate plans with the project's A/E team consisting of an Electrical Engineer, Mechanical Engineer, Structural Engineer, Acoustical Engineer, Landscape Architect and an IT/Instrumentation and Controls Engineer. A certified Fire Protection Engineer either as part of its own team or specifically named access to such a person outside of firm. Such capability will be mandatory in both the design review process and sign-off on final drawings.

COMMISSIONING

This project will be commissioned. A third party commissioning authority will be contracted by the Owner early in the programming phase to assist in the development of the Owner's Project Requirements (OPR) through the 11 month warranty inspection. This Commissioning will include, but not limited to, electrical distribution, building envelope, HVAC and special systems.

APPLICATION OF PROFESSIONAL SEALS

Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the design professional.

TECHNICAL OR REQUIRED SERVICES

SA PRE-DESIGN: PROGRAMMING

1. Establish goals, collect facts, identify concepts, analyze site(s) and determine functional needs necessary to complete the Project.
2. Prepare a document that adequately defines the scope of the Project. This document shall reflect the limits of the MACC and provide an estimated duration of Project Construction Schedule.
3. Review all available documents regarding previous studies and proposals and make recommendations for improvement. Through previous work experience in designing police facilities, encourage enhanced design, operational cost savings

and space utilization with flexibility will be a component of the required work. Current relevant summary.

4. Describe known systems or subsystems necessary to and/or providing support to the facility.
5. Review current space usage and accommodations. Recommend improvements and/or prepare a revised program to accommodate business flow to support state patrol, state dispatch center, investigation bureau, administrative support and other state agencies as required.
6. Prepare a more detailed project schedule from the preliminary project schedule required for this RFP that identifies the necessary estimated schedule during the design process. Estimate the time required to accomplish each task including those associated with design review. Must be MS Project compatible.
7. Prepare a risk analysis of potential issues that could affect the project schedule and the project budget. The successful Offeror shall assist in developing strategies to mitigate these risks. The risk assessment shall be updated throughout the design and construction phases.
8. Participate in a meeting with the FMD Project Manager and possibly the User Agency in which project goals and means of implementation are identified and any information he requires which has not been provided by the Owner and/or User Representative or any conflicts between the established program requirements, the MACC and the legislation authorizing the Project. At a minimum, the A/E design team is required. Meeting minutes will be required and distributed no later than four (4) calendar days from this meeting.

DELIVERABLES FOR PRE-DESIGN PROGRAMMING:

- Program Document
- Detailed Project Schedule
- Risk Analysis/Assessment
- Meeting Minutes and Distribution
- High Level, One Page, of Known Current /Relevant Facility
- Infrastructure Requirements
- Environmental Concerns

B. SCHEMATIC DESIGN

1. Produce studies consisting of drawings and other documents necessary to illustrate the general planning concepts, probable architectural, engineering and building systems (fire protection system, electrical system, plumbing system, mechanical system, security concepts, operations and maintenance), types of materials, furniture, furnishings, equipment and finishes envisioned and preliminary alternatives, a breakdown of the budget on current area, volume or other unit costs and the approximate dimensions of the programmed areas.

2. Develop a design to fully understand the police functions and operational spaces of the programmatic and operational requirements of the project will be met.
3. Begin the study of the life cycle analysis addressing for mechanical systems and lighting systems.
4. Required current ICCE Standards to meet existing State energy code measurement and verification will be required.

DELIVERABLES FOR SCHEMATIC DESIGN:

- Design based on final project.
- Detailed estimate of project cost
- Cost/Benefit of Life Cycle Cost Analyses
- Basis of Design and Narratives Explaining:
 - Results of Schematic Design Charrette (if applicable)
 - Civil Engineering approach, site planning and landscape design
 - Architectural compatibility
 - Construction type, building insulation water and moisture proofing
 - Security concepts
 - Materials and finishes
 - Furniture, furnishings and equipment list
 - Historic preservation concept and solutions, if applicable
 - Expansion potential
 - Building floor efficiency
 - Operations and maintenance goals (interior and exterior)
 - Structural system approach
 - Mechanical system approach for the system approved and recommended from the three (3) concepts (including calculations, energy analysis and life cycle cost analysis)
 - Fire Protection system approach
 - Electrical system approach
 - Plumbing system approach
- Drawings
 - Area Tabulation Diagram with gross square feet shown; plans, sections, elevations of major building facades (showing fenestration, materials, shadows, critical dimensions, important spaces)
 - Code compliance analysis.
- Time Estimate for completion of next phases of work (Design, Construction Documents, Bidding and Construction)
- In bullet form, identify how proposed design features will support performance expectations of the project.

C. DESIGN DEVELOPMENT

1. The successful Offeror shall prepare the Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire project as to civil, structural, mechanical, plumbing and electrical systems materials and such other design essentials as may be appropriate.
2. Upon approval of the Schematic Design by all stakeholders, the design development documents shall be completed.
3. Provide all documentation necessary to describe the scope, existing conditions and new system relationships, appearance of the project and all landscape, architectural, structural, mechanical and electrical systems.
4. Develop specifications that identify major materials and systems and establish their effectiveness.
5. Work with FMD and all stakeholders regarding review, changes and approvals on these designs by attending coordinated meetings and preparing meeting minutes.
6. Provide a project cost estimate to assure budgetary compliance needs will be met.
7. Obtain approval from all stakeholders before proceeding with Construction Documents.

DELIVERABLES FOR DESIGN DEVELOPMENT:

- Attend design, review and process meetings and distribute meeting notes to attendees.
- Project Cost Estimate including Value Engineering items.
- Basis of Design and Narratives (if not revised from Schematic or Programming Phases, then so state in transmittal letter) explaining:
 - Civil Engineering Approach, Site Planning and Landscape Design
 - Building Design Concept, Construction, Maintenance, Signage
 - Historic Preservation Concept and Solutions , if applicable
 - Structural Approach
 - Mechanical Approach including calculations, energy analysis and lifecycle cost analysis
 - Fire Protection System Approach
 - Electrical System Approach
 - Plumbing System Approach
- Code Analysis
- Design Calculations
- Furniture Layout with dimensions for electrical, data and communications

- Equipment List
- List of submittals required in project specifications
- Recommendations on Special Inspections
- Construction Schedule
- Bid Items

D. DEMOLITION DOCUMENTS

Provide separate demolition plans for existing buildings and site facilities to demolished site amenities for permitting prior to full construction documents.

Radio Communications Tower and associated equipment will remain undisturbed.

DELIVERABLES FOR DEMOLITION DOCUMENTS:

- Permit ready demolition plans prior to full construction documents
 - Architectural
 - Structural
 - Mechanical
 - Plumbing
 - Fire Protection
 - Electrical
 - Civil
 - Hazardous Materials
 - Historical Docs (if applicable)

E. CONSTRUCTION DOCUMENTS

1. Prepare the Construction Documents based upon information contained in the Design Development Drawings and other documents previously approved by the Owner. These Construction Documents shall provide the detailed requirements for the successful construction of the entire Project.
2. These documents shall describe in adequate detail all aspects of the construction of the project. Construction Documents must be complete, coordinated between disciplines, biddable, readable and buildable with no room for unreasonable additional interpretation in order to minimize change orders.
3. The successful Offeror, shall provide a review and signature-approval block on the front sheet of the drawings and specifications for all:
 - A. User Agency(ies)
 - B. Facilities Management Division Project Manager, Staff Architect and Director
 - C. Utility Companies (as appropriate)
 - D. Design Professional Certification: Project meets as a minimum, current ASHRAE 90.1 Requirements
 - E. Department of Information Technology, IVR (as appropriate)

4. Prepare the Construction Documents, in consultation with the Owner, the necessary bidding or proposal information, bidding or proposal forms and the project manual, which shall include the Conditions of the Contract for Construction (general, supplementary and other conditions of the contract) and the Standard Form of Agreement Between Owner and Contractor. The successful Offer shall incorporate in the Invitation to Bid or Request for Proposal documents the provision of Information Available to Bidders as provided as part of Exhibit G.
5. Construction drawings: in addition to the electronic CAD files, PDF files and related electronic documents, the Design Professional shall provide one full drawing set to the User Representative and one full drawing set to the Owner. Hand-drawn drawings when approved in advance by the Owner, shall be prepared on non-glossy polyester film 3-mil thickness minimum. Standard sheet sizes may be Architectural size 24"x 36" or 30"x42".
6. The successful Offeror shall furnish Bidding or RFP documents to the Owner bearing the approval of the following, but not limited to, as applicable:
 - A. Construction Industries Division, Regulation and Licensing Department
 - B. Occupational Health and Safety Bureau, NM Environment Department
 - C. Environmental Protection Division, NM Environment Department
 - D. Health Facility Licensing and Certification Bureau, NM Department of Health
 - E. Enterprise IVR Services Division, Department of Information Technology
7. The successful Offeror shall return all original Construction drawings/documents to the Owner upon the Owner's request, but in no case later than when the Construction Documents Phase has been completed.
8. Construction Documents shall be submitted for review at 50% and 95% completion. At the time of submittals, the successful Offeror shall submit to the FMD Project Manager a list of issues needing resolution and what information is needed.
9. Provide a 95% cost estimate for review by the FMD Project Manager at the same time of the 95% Construction Document submittal.
10. The successful Offer shall acquire the approval, in writing, of the Owner of all documents, and any and all bids alternates, associated with the Construction Documents Phase before commencing work on the Bidding Phase.
11. Review conference.

DELIVERABLES FOR CONSTRUCTION DOCUMENTS:

- Submit review documents at 30% and 60% complete and biweekly progress plan reviews and the commissioning.
- Final cost estimate at 95% complete.
- List of issues that need resolution and what information is needed.
- Civil and Site Planning and Landscape Design
 - Site Layout Plan
 - Grading and Drainage Plan

- Site Utilities Plan
- Planting Plan
- Planting schedule
- Irrigation Plan
- Planting construction details
- Construction phasing (if applicable)
- Survey of surrounding buildings
- Potential archeological artifacts
- Architectural
 - Project title sheet, drawing index
 - Floor plans
 - Reflected ceiling plans
 - Building sections
 - Roof plans
 - Exterior elevations
 - Wall sections
 - Interior elevations
 - Details
 - Schedules
- Structural
 - Full set of construction drawings
 - Schedules
 - Structural details
- Mechanical
 - HVAC piping and equipment plans
 - HVAC duct and equipment plans
 - Single line schematic flow and riser diagrams
 - Automatic temperature control diagrams
- Plumbing
 - Piping riser diagrams
 - Floor Plans
 - Riser diagrams for waste and vent lines
 - Riser diagrams for domestic cold and hot water lines
 - Plumbing fixture schedule
- Fire Protection
 - Full set of fire protection construction drawings
 - Typical fire protection details
 - Building construction
 - Life safety
 - Water supply
 - Water based fire extinguishing systems
 - Non-water based fire extinguisher systems
 - Fire alarm system

- Electrical
 - Floor plans
 - Single line diagrams of primary and secondary power distribution
 - Single line diagram of fire alarm system
 - Single line diagram drawing of telecommunications system
 - Circuit layout of lighting control system
 - Details of under floor distribution system
 - Site plan
 - Layout of electrical equipment spaces
 - Schedules for switch gear, switchboards, motor control centers, panel boards and unit substations
 - Grounding diagram
 - Complete phasing plan (if required) for additions and alterations
 - Security systems site plan
 - Security systems floor plans
 - Storage areas for electrical equipment/spare parts
- Specifications/Drawings
 - Include Historic Preservation specifics, if necessary
- Code Analysis
- Narrative: describing final mechanical system and equipment selection. An updated description of any deviation from the Basis of Design.
- Design Calculations
 - Final drainage, parking, water/sewer and pavement design calculations
 - Final structural calculations (loads, supports for nonstructural elements, steel connections)
 - Final electrical including illuminations, work stations, voltage drop, generator loads, etc.)
- Final detailed Cost Estimate including Value Engineering items (if applicable) and updated Project Schedule.
- Furniture layout with dimensions for electrical, data and communications
- Equipment list
- List of Submittals required in project specifications
- Data and operations manual
- Recommendations on Special Inspections
- Construction schedule
- Bid Items
- Review comments and marked review copies of previous submittal
- A record of agency approvals and signature approval block on front sheet of drawings and specifications
- Return to Owner all Owner provided documents and drawings.

F. BID PHASE

1. The successful Offeror shall submit the final, complete and approved Construction Documents to the FMD Project Manager and shall be responsible for printing the number of sets determined by the Design Team to be necessary.
2. Shall assist the Owner in obtaining bids or proposals and in awarding and preparing contracts for construction. The finalized Invitation to Bid or the Request for Proposal for Construction shall be prepared by the Owner and forwarded to the successful Offeror.
3. Responsible to attend bid opening, pre-bid meeting and bid opening and contract negotiations with successful General Contractor.

DELIVERABLES FOR BID PHASE:

- Submit final revisions of Construction Documents
- Attend pre-bid meeting and bid opening, take meeting minutes and distribute no later than 48 hours from the meeting.
- Record of Questions and Answers during the bidding process.
- Record of Addenda issued and record of owner approval of addenda.
- Record of bid/proposal evaluation with recommendation to award contract (or not).

G. CONSTRUCTION ADMINISTRATION

1. The successful Offeror shall perform weekly site visits and observe construction to the degree necessary and as required to ensure conformance with the Construction Documents. Results of all on-site observations shall be documented in field reports submitted to the Owner within seven (7) days of each such site visit.
2. The successful Offeror shall make all attempts to guard the Owner against defects and deficiencies in the construction, in addition to critical inspections and other reviews and evaluations required by the progress of the Work
3. The successful Offeror shall attend and conduct weekly construction meetings and perform on-going A/E tasks such as requests for information, review change order requests, approve contractor payment applications, prepare filed reports, etc. during construction as required implementing the project.
4. The successful Offeror shall prepare meeting notes for electronic distribution no later than 48 hours after the meeting to all stakeholders to include the General Contractor. Meeting notes shall contain adequate detail to document the construction progress, action items and decisions made and risk issues that could affect schedule and/or budget.
5. The successful Offeror shall respond to Requests for Information requests within 5 days of receipt and provide copy of this information to the Owner within 24 hours from response.

6. Change Orders shall be prepared by the successful Offeror and will become not effective or binding on the Owner or Contractor until Owner and others whose signatures are required are affixed and Owner approves.
7. Provide As-Built drawings. Coordination with the Contractor will be required and shall ensure the accuracy of the information received from the Contractor and the Subcontractors regarding the site and building improvements are correct and true and that they understand the requirements.

DELIVERABLES FOR CONSTRUCTION ADMINISTRATION:

- Review and approve all project documents from the Contractor and issue additional project information and documentation.
- Respond to Requests for Information (RFIs) within 5 days from receipt and forward information to Owner within 24 hours.
- List of critical inspection points based upon construction schedule furnished by contractor.
- Record of notifications of non-compliant work.
- Weekly field reports.
- Certificates and recommendations for payment
- Responses to Submittals
- Record of Interpretations and Decisions made in the progress of the Work.
- Record As-Built drawings.

H. PROJECT CLOSEOUT

1. The successful Offeror shall submit to Owner recommendation regarding the completion of all contracts.
2. Acknowledge receipt of the contractor's record drawings.
3. Signed receipt for all materials turned over to Owner/User Agency.
4. All closeout documents as per contract.

DELIVERABLES FOR PROJECT CLOSEOUT:

- Provide an Owner's Maintenance and Operations Manual at project completion containing all building element sources, subcontractor and manufacturer contact information, manufacturer owner's manuals and warranty information.
- Issuance of certificate of substantial completion
- Issuance of a list or remaining work required (punch list)
- Final inspections
- Receipt of transmittal of warranties, affidavits, receipts, releases of waivers of lien or bonds, permits
- Issuance of final certificate for payment.
- Lessons Learned Report from the overall effort.
- Substantial and Final Completion Certificates
- As-Built Drawings/Electronic CAD
- Application for Final Payment

- Energy Performance/Monitoring Report (if applicable)
- Commissioning

I. WARRANTY PHASE

1. There will be a twelve (12) month warranty period at the end of which will be a Final Warranty Inspection. The Offeror has responsibility for a report documenting eleven (11) month walk through.
2. Schedule a meeting with the Owner, User Agency and Consultants to evaluate the building and its operations, inspect architectural systems and endeavor to discover defects in materials, equipment and workmanship.
3. Provide a written report of this activity to the Owner and the User Agency within seven (7) calendar days.

DELIVERABLES FOR WARRANTY PHASE:

- Written report documenting 11 month walk through.

V. EVALUATION FACTORS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials, will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

1. SPECIALIZED DESIGN (25 POINTS)

- Firm's approach to project and physical incorporation of Life Cycle Maintenance into the design process.
- Firm's approach to 24 hour around the clock operations
- Examples of three (3) police facility projects completed by the office submitting this proposal.
- Specific examples of past police facility design concepts supporting new and innovative technology, operational cost savings, public entrance accessible and structural design utilized by firm.

2. EVIDENCE OF UNDERSTANDING OF SCOPE OF WORK (25 POINTS)

- Understanding of key project elements/goals based on the scope of work and site visit(s) conducted during the preparation of the proposal.
- Challenges and risks that might be expected based on type of project, including historic preservation, environmental conditions, location and site.
- Creative engineering management design ideas.
- Offerors are encourage to provide (examples only) of recent relevant design solutions.
- Control of the design to meet the MACC.

3. PAST RECORD OF PERFORMANCE (25 POINTS)

- Information on last five (5) completed relevant (police facilities, if possible) construction projects in which your firm performed construction management responsibilities to include owner's project budget, final construction cost estimate and total number of change orders and cost of change orders.
- Explain any project difficulties with the above referenced projects and how the Offeror handled those issues to maintain Owner's schedule and budget.
- Attach Contractor's "Final Application and Certification for Payment" (AIA Form G702 or equal) for these five projects. (Not included in page count).
- Information regarding design team's past capability to meet design schedule, design budget and meet deliverable requirements.

4. PROXIMITY (10 POINTS)

Provide information relative to construction management and how members of the design team can respond to the construction issues at the site.

5. CAPACITY AND CAPABILITY (5 POINTS)

- Indicate key personnel by name and title to be assigned to this project, their specific roles, experience, background and Professional Seal/Certificate Number.
- Indicate the firm's/project team's capability to complete this workload in relation to current workload and backlog.
- Access to resources such as analytical tools, design tools, personnel or methodologies used by the firm that may be applicable to the project categories. Solutions include ability to reach back to parent company resources or subcontractors.

6. ORGANIZATIONAL REFERENCES (5 POINTS)

- Offerors shall provide a minimum of three (3) references from similar projects performed for private, state or large local governments within the last three (3) years. Offerors are required to submit Organization Reference Questionnaire to the business references they list. The organizational references must submit the Reference Form directly to the designee described in Section I, Paragraph D. It is the Offeror's responsibility to ensure the completed forms are received on or before date for inclusion in the evaluation process.
- Organizational references not received or are incomplete, may adversely affect the vendor's score in the evaluation process. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility.
- Organizations references should be sent to the Procurement Agent listed in Section II, A by July 25, 2014.

7. VOLUME OF WORK (5 POINTS)

Using the "Project Listing Form", indicate the status of past projects awarded by the Architect/Engineer Selection Committee, through this RFP process to the Project Team.

The following point deduction formula will be used for projects less than 75% complete:

<u>Combined Total Fees</u>	<u>Points Deducted</u>
Less than \$75,000	0 Points
\$75,000 - \$100,000	1 Point
\$100,000 - \$150,000	2 Points
\$150,000 - \$200,000	3 Points
\$200,000 - \$250,000	4 Points
Greater than \$250,000	5 points

B. BUSINESS SPECIFICATIONS

1. NEW MEXICO PREFERENCE ADVANTAGE OR RESIDENT VETERAN'S PREFERENCE

In accordance with 13-1-21 NMSA 1978, provides a preference in the award for a New Mexico Residence Contractor. Application of a resident contractor preference requires the Offeror to provide a copy of a valid and current certificate. Certificates are issued by the NM Taxation and Revenue Department. If an Offeror submits with its proposal a copy of a valid and current in-state resident certificate, five percent (5%) of the total weight of all evaluation factors used in the evaluation of proposals may be added to the Offeror's score.

OR

In accordance with 13-1-22 NMSA 1978, Offeror's proposal contains a valid certificate as Resident Veteran Contractor, the preference in accordance with 13-1-21 and 13-1-22 NMSA 1978 will be applied. Certification by the NM Taxation and Revenue Department for the Resident Veteran Contractor requires the Offeror to provide evidence of annual business revenue and other evidence of Veteran status. If an Offeror submits with its proposal a copy of a valid and current Veteran Resident Contractor Certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be added to the Offeror's score.

2. ERRORS & OMISSIONS INSURANCE CERTIFICATE

Minimum requirements: Article 11 of the Agreement Between Owner and Design professional requires a minimum of \$1,000,000.00 per occurrence and in the aggregate. Please refer to the Agreement for actual requirements. With this proposal, submit a Certificate of Insurance showing current coverage equal to or greater than what is required in this RFP.

Additional amounts will be incorporated into Other Conditions or Services (Part A) of Agreement Between Owner and Design Professional. Because of the complexity of this project additional Errors and Omissions insurance is required in the amount shown below. This amount will be in addition to what is required in Article 11.

Additional Errors and Omissions: \$0

Asbestos Errors and Omissions Insurance: As part of the Errors and Omissions coverage, the Offeror shall include a document from the insurance carrier's agent, not included in the age count stating that asbestos coverage is included in the Design Professionals standard policy.

3. PERFORMANCE SURETY BOND

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different, but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. A **STATEMENT OF CONCURRENCE MUST BE SUBMITTED TO THE OFFEROR'S PROPOSAL.**

4. ABILITY TO SECURE ERRORS AND OMISSIONS INSURANCE.

5. CLAIMS HISTORY FROM THE LAST FIVE (5) YEARS FROM INSURER.

6. LETTER OF TRANSMITTAL

The Offeror's proposal must be accompanied by the Letter of Transmittal Form. The form must be completed and must be signed by the person authorized to obligate the company.

7. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be completed whether or not an applicable contribution has been made.

8. EMPLOYEE HEALTH COVERAGE FORM

The Offeror must agree with the terms as indicated in the Employee Health Coverage Form. The unaltered form must be completed and must be signed by the person authorized to obligate the company.

9. PAY EQUITY REPORTING

The Offeror must agree with the requirements of reporting (see Section II D). A statement of concurrence will be required if awarded contract.

VI. RESPONSE FORMAT AND ORGANIZATION

A. PROPOSAL FORMAT

All proposals must be submitted as follows:

Typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and organized with tabs delineating each section. All foldout sheets, up to a maximum of 11x17 inch sheets will be counted as two (2) pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) numbered pages (printed sheet faces) of text no smaller than 12 point pitch with nominal 1" margins and normal line spacing.

1. PROPOSAL CONTENT AND ORGANIZATION

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- a. Signed Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary (Optional)
- d. Response to Specifications – Evaluation Factors
- e. Response to Contract Terms and Conditions
- f. Offeror's Additional Terms and Conditions
- g. Signed Campaign Contribution Form
- h. Signed Employee Health Coverage Form
- i. Resident Vendor or Resident Veteran Certificate (if applicable)
- j. Resident Veterans' Preference Certification(if applicable)
- k. Other Supporting Material (optional)

Within each section of the proposal, Offerors should address the items in order in which they appear in this RFP. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will

not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

2. LETTER OF TRANSMITTAL

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The Letter of Transmittal MUST:

1. Identify the submitting business entity
2. Identify the name, title, telephone and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the proposal.
3. Identify the name, title, telephone and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than Item 2 above).
4. Identify the names, titles, telephone and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Identify the following with a check mark and signature where required:
 - Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;
 - Acceptance of Section V of this RFP;
 - Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in Item 2 above.

VII. EVALUATION PROCESS

A. EVALUATION PROCESS

An Evaluation Committee will perform the evaluation of proposals. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within Section V Evaluation Factors.

During this time, the Procurement Agent may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

Proposals deemed non-responsive will be eliminated from further consideration.

The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

B. CONTRACT AWARDS

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the Procurement of the Schedule in Section II B or as soon as possible, thereafter. This date is subject to change at the discretion of the State Purchasing Division or relevant Agency Procurement Office.

C. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each that was provided in Section V, Evaluation Factors of this RFP.

FACTORS	POINTS AVAILABLE
A. TECHNICAL SPECIFICATIONS	
SPECIALIZED DESIGN	25
EVIDENCE OF UNDERSTANDING SCOPE OF WORK	25
PAST RECORD OF PERFORMANCE	25
PROXIMITY	10
CAPACITY AND CAPABILITY	5
ORGANIZATION REFERENCES	5
VOLUME OF WORK	5
TOTAL	100

B. BUSINESS SPECIFICATIONS	POINTS AVAILABLE
ROPOSAL CONTAINS A VALID NEW MEXICO RESIDENT CONTRACTOR/BUSINESS CERTIFICATE OR	5
PROPOSAL CONTAINS A VALID RESIDENT VETERAN CONTRACTOR CERTIFICATE	10, 8, 7, 0
PERFORMANCE SURETY BOND	0
LETTER OF TRANSMITTAL FORM	0
CAMPAIGN DISCLOSURE FORM	0
NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM	0
PAY EQUITY FORM	0
PROFESSIONAL LIABILITY	0
ERRORS AND OMISSIONS	0

APPENDIX A

REQUEST FOR PROPOSAL

A/E Services to DPS District 7 Building, Espanola, NM
RFP No. 14-350-0050-5504

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than July 8, 2014. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Vanessa LeBlanc, Procurement Agent
A/E Services to DPS District 7 Building, Espanola, NM
RFP No. 14-350-0050-5504
State Purchasing Division
T-187 Building
2542 Cerrillos Road
Santa Fe, NM 87505
Fax: 505-827-2181
E-mail: Vanessa.LeBlanc@state.nm.us